

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WILLIAM BUDLOVE, JR.)

Plaintiff,)

v.)

LIFE INSURANCE COMPANY
OF NORTH AMERICA,)

Defendant.)

Case. No. FILED: MAY 28, 2008
08CV3084 J. N.
JUDGE CASTILLO
MAG. JUDGE NOLAN

COMPLAINT

Plaintiff, WILLIAM BUDLOVE, JR, by and through his attorneys, DAVID A. BRYANT and DALEY, DE BOFSKY & BRYANT, and complaining against the Defendant, states:

Count I

Jurisdiction and Venue

1. Jurisdiction of the court is based upon the Employee Retirement Income Security Act of 1974 (ERISA); and in particular, 29 U.S.C. §§ 1132(e)(1) and 1132(f). Those provisions give the districts courts' jurisdiction to hear civil actions brought to recover benefits under the terms of an employee welfare benefit plan which, in this case, consists of a group long term disability insurance plan and a group life insurance plan both insured by CIGNA and underwritten by Life Insurance Company of North America, for the benefit of the employees of Albright & Wilson Americas Inc. ("Albright & Wilson"). In addition, this action may be brought before this court pursuant to 28 U.S.C. § 1331, which gives the district court jurisdiction over actions that arise under the laws of the United States.

2. The ERISA statute provides, at 29 U.S.C. § 1133, a mechanism for administrative or internal appeal of benefit denials. Those avenues of appeal have been exhausted.

3. Venue is proper in the Northern District of Illinois. 29 U.S.C. § 1132(e)(2), 28 U.S.C. § 1391.

Nature of the Action

4. This is a claim seeking payment of disability income benefit payments pursuant to a policy of group insurance insured by CIGNA, a subsidiary of Defendant, and underwritten by Life Insurance Company of North America (“LINA”) to provide Long Term Disability Insurance Benefits (a true and correct copy of which is attached hereto and by that reference incorporated herein as Exhibit “A”) to employees of Albright & Wilson under Policy No. BK020011 and for the reinstatement of Waiver of Premium Coverage pursuant to a policy of group insurance insured by CIGNA, a subsidiary of Defendant, and underwritten by LINA to provide Life Insurance Benefits (a true and correct copy of which is attached hereto and by that reference incorporated herein as Exhibit “B”) to employees of Albright & Wilson under Policy No. GL050223. This action, seeking recovery of benefits, is brought pursuant to § 502(a)(1)(B) of ERISA (29 U.S.C. § 1132(a)(1)(B)).

5. Policy No. BK020011 and Policy No. GL050223 do not defer to the discretion of CIGNA or LINA in the review of the claim, and therefore this action is subject to a *de novo* standard of review by this court.

The Parties

6. William Budlove, Jr., (“Mr. Budlove”) at all times relevant was a resident of Peotone, Illinois, and the events, transactions, and occurrences relevant to Mr. Budlove’s claim of disability took place within the Northern District of Illinois. Mr. Budlove was born on October 19, 1956.

7. As a benefit of employment, Albright & Wilson provided its employees, including Mr. Budlove, with long term disability and life insurance benefits. At all times relevant hereto, Albright & Wilson, has been authorized to and does business in the Northern District of Illinois.

8. CIGNA is an insurance company providing long term disability coverage to employees Albright & Wilson under Policy No. BK020011 and life insurance coverage to Albright & Wilson employees under Policy No. GL050223.

9. LINA is an insurance company that underwrites Policy No. BK020011 and Policy No. GL050223.

10. At all times relevant hereto, the long term disability policy and life insurance policy constitute an “employee welfare benefit plan” as defined under 29 U.S.C. § 1002(1); and incident to his employment, Mr. Budlove received coverage under both policies as a “participant” as defined by 29 U.S.C. § 1002(7). This claim relates to benefits under the forgoing plans.

Statement of Facts

12. Mr. Budlove was actively employed full-time by Albright & Wilson as a chemist until March 15, 1998 when he was admitted into the emergency room with severe chest pain, cough, and progressive shortness of breath, and subsequently diagnosed with congestive heart failure and cardiomyopathy.

13. Between March 4, 1999 and March 9, 1999, Mr. Budlove was hospitalized for either a transient ischemic attack (“Mini-Stroke”) or a posterior circulation lacunar infarct. Since this first attack, Mr. Budlove has experienced several additional Mini-Strokes.

14. On or around March 22, 1999, Mr. Budlove applied for long term disability benefits with CIGNA under Policy No. BK020011 stating that due to his medical conditions, he met the long term disability policy's definition of "disability," which states in relevant parts:

An Employee is Disabled if, because of Injury or Sickness, 1. he or she is unable to perform all the material duties of his or her regular occupation; and 2. after Monthly Benefits have been payable for 24 months, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

15. On June 10, 1999, CIGNA advised Mr. Budlove that due to his Chronic Bronchitis, Bronchospasm, Hypertension, Congestive Heart Failure, Cardiomyopathy, Gastroesophageal Reflux Disease ("GERD"), Barrett's Esophagus, and Depression that he met the long term disability policy's definition of disability.

16. On December 17, 1999, the Social Security Administration issued a determination that Mr. Budlove, because of his numerous physical impairments, was fully disabled thus signifying his inability to engage in "any substantial gainful activity." (Definition of disabled under Social Security Act) (a true and correct copy of the Social Security Administration decision is attached hereto and by reference incorporated herein as Exhibit "C").

17. After remaining Totally Disabled for over nine (9) continuous months, Mr. Budlove proceeded to apply for Waiver of Premium Coverage under the group life insurance policy, No. GL050223, stating that he met that policies definition of "Totally Disabled." The life insurance policy states, "An employee will be considered Totally Disabled if, because of injury or sickness, he is unable to perform all the essential duties of any occupation for which he is or may reasonably become qualified based on his education, training, or experience."

18. On June 11, 2001, CIGNA found Mr. Budlove to be Totally Disabled from working the essential duties of any occupation and granted his Waiver of Premium Coverage.

19. Further, on July 31, 2001, CIGNA learned from Mr. Budlove's doctors that his ejection fraction from his left heart ventricle was at 50-55%, which is in the normal ranges. However, CIGNA found Mr. Budlove remained totally disabled from performing the material duties of any occupation and continued to pay his long term disability benefits.

20. Since January 22, 2007 Mr. Budlove has been under the care of the Dr. Ottens and the other physicians at Marcotte Medical Group and they have been treating him for Congestive Heart Failure, Type II Diabetes, Diabetic Peripheral Neuropathy, Upper Respiratory Infections, Mini-Stroke, and other various ailments.

21. Mr. Budlove received an uninterrupted gross monthly benefit of \$2,326.00 from CIGNA for the period of March 15, 1999 through March 23, 2007.

22. Despite overwhelming medical evidence to the contrary on February 23, 2007, CIGNA terminated Mr. Budlove's long term disability benefits under the group long term disability insurance policy (BK020011) based on a January 2005 echocardiogram showing a 60% ejection fraction from his left ventricle even though his heart had been in normal ranges since July 31, 2001. That same year CIGNA deemed Mr. Budlove disabled from working any occupation.

23. After CIGNA ceased paying benefits, Mr. Budlove submitted a timely appeal in accordance with 29. U.S.C. § 1133 including a physical ability assessment form completed by Dr. Otten's on February 19, 2007 demonstrating the presence of functional limitations and the results of a functional capacity evaluation completed on May 15, 2007 demonstrating a total inability to perform the material duties of any occupation.

24. Notwithstanding the presentation of additional evidence of disability and functional limitation, CIGNA unreasonable refused to reconsider its decision.

25. All avenues of administrative review and appeal have now been exhausted. Therefore, this matter is ripe for judicial review.

26. The evidence submitted to CIGNA demonstrates that Mr. Budlove meets the long term disability policy's definition of disability in that he is unable to perform all the material duties of any occupation for which he may reasonably become qualified based on education, training, and experience.

27. As a direct and proximate result thereof, based on the evidence submitted to CIGNA, establishing that Mr. Budlove has met the policy's definition of "disability" continuously since the onset of his disability, and that he continues to meet the definition, Mr. Budlove is entitled to payment of monthly disability insurance payments plus interest on all overdue payments at the rate of 9% in accordance with 215 ILCS 5/357.9 or 357.9a.

Count II

1 - 20. Plaintiff re-alleges paragraphs 1 – 20 of Count I as paragraphs 1 – 20 of Count II of this Complaint, and by reference, incorporates those allegations herein.

21. Despite overwhelming medical evidence to the contrary on February 26, 2007, CIGNA terminated Mr. Budlove's Waiver of Premium Coverage under the group life insurance policy (GL050223) based on a January 2005 echocardiogram showing a 60% ejection fraction from his left ventricle even though CIGNA was aware that his heart had been in normal ranges since July 31, 2001. That same year CIGNA deemed Mr. Budlove Totally Disabled from working any occupation.

22. After CIGNA ceased paying benefits, Mr. Budlove submitted a timely appeal in accordance with 29. U.S.C. § 1133 including a physical ability assessment form completed by Dr. Otten's on February 19, 2007 demonstrating the presence of functional limitations and the

results of a functional capacity evaluation completed on May 15, 2007 demonstrating he is unable to perform all the essential duties of any occupation.

23. Notwithstanding the presentation of additional evidence of disability and functional limitation, CIGNA unreasonable refused to reconsider its decision.

24. All avenues of administrative review and appeal have now been exhausted. Therefore, this matter is ripe for judicial review.

25. The evidence submitted to CIGNA demonstrates that Mr. Budlove meets the life insurance policy's definition of totally disabled in that he is unable to perform the essential duties of any occupation for which he may reasonably become qualified based on education, training, and experience.

26. As a direct and proximate result thereof, based on the evidence submitted to CIGNA, establishing that Mr. Budlove has met the life insurance policy's definition of "Totally Disabled" continuously since the onset of his disability, and that he continues to meet the definition, Mr. Budlove is entitled to reinstatement of his Waiver of Premium Coverage.

WHEREFORE, Plaintiff prays for the following relief:

A. That the court enter judgment in Plaintiff's favor and against the Defendant, and that the court order Defendant to pay disability income benefits to Mr. Budlove in an amount equal to the contractual amount of benefits to which she is entitled;

B. That the court order Defendant to pay Plaintiff prejudgment interest at a rate of 9% per annum on all benefits that have accrued prior to the date of judgment in accordance with 215 ILCS 5/357.9 or 5/357.9a;

C. That the court order Defendant to continue paying Plaintiff benefits so long as she meets the policy terms and conditions for receipt of benefits;

- D. That the court order Defendant to reinstate Waiver of Premium Coverage.
- E. That the court award Plaintiff attorney's fees pursuant to 29 U.S.C. §1132(g); and
- G. That Plaintiff recovers any and all other relief which she may be entitled, as well as the costs of suit.

Dated: Chicago, Illinois
May, 28, 2008

Respectfully submitted,

s/ David A. Bryant
One of the attorneys for Plaintiff
dabryant@ddbchicago.com

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Chicago, Illinois 60603
(312) 372-5200
FAX (312) 372-2778

IMPORTANT NOTICE TO POLICYHOLDERS

In the event you need to contact someone about the Policy for any reason, please contact your Agent.

SOLICITING AGENT:

NAME: WTR Consulting Group
ADDRESS: 7400 Beaufont Springs Drive, Suite 401
Richmond, VA 23225
TELEPHONE: 804-320-8438

If you have additional questions, you may contact the Insurance Company issuing the Policy at the following address and telephone number.

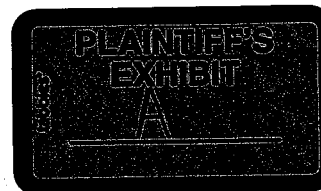
INSURER: Life Insurance Company of North America

INSURER'S SERVICE OFFICE:

NAME: CIGNA Group Insurance
ADDRESS: 4198 Cox Road, Suite 102
Glen Allen, VA 23060
TELEPHONE: 804-747-7410

If you have been unable to contact or obtain satisfaction from the Insurance Company or the Agent, you may contact the Virginia Bureau of Insurance at:

Life and Health Division
Bureau of Insurance
P.O. Box 1197
Richmond, VA 23209
In-State Calls: Toll Free 1-800-552-7945
Out-of-State Calls 804-371-9741



LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET, PHILADELPHIA, PA 19192-2235
215-761-1000
A STOCK INSURANCE COMPANY

GROUP POLICY


POLICYHOLDER: ALBRIGHT & WILSON AMERICAS INC.
POLICY NUMBER: BK 020011
POLICY EFFECTIVE DATE: January 1, 1996
POLICY ANNIVERSARY DATE: January 1

This Policy describes the terms and conditions of coverage. The Policy is issued in Virginia and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 AM at the Policyholder's address.

The Insurance Company and the Policyholder have agreed to all the terms of this Policy.



George D. Mulligan, Secretary



John K. Leonard, President

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DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Active Service

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Consumer Price Index (CPI-W)

The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W will be used.

Employee

For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is covered under the Policy.

Employer

The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is the agent of the Employee for transactions relating to this insurance. The actions of the Employer shall not be considered actions of the Insurance Company.

Full-time

Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Injury

The term Injury means an accidental loss or bodily harm.

Insurability Requirement

An Employee will satisfy the Insurability Requirement on the day the Insurance Company agrees in writing to accept the Employee as covered under the Policy. To determine an Employee's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company

The Insurance Company underwriting the Policy is named on the Policy cover page.

Physician

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Employee that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan

The Prior Plan refers to the plan of disability insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Sickness

The term Sickness means a physical or mental illness.

TL-004708

ELIGIBILITY FOR INSURANCE

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period, if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

TL-004710

EFFECTIVE DATE OF INSURANCE

Insurance for an eligible Employee is effective on the date he or she becomes eligible if an Employee is not required to contribute to the cost of this coverage.

If an Employee is not actively at work on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

TL-004712

TERMINATION OF INSURANCE

The insurance on an Employee will end on the earliest date below.

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage
2. the date the Policy is terminated
3. the date the Employee is no longer in an eligible class

4. the day after the period for which premiums are paid
5. the date the Employee is no longer in Active Service

TL-004714

CONTINUATION OF INSURANCE

Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Employee will be waived while Disability Benefits are payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, if earlier.

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence, insurance for that Employee will continue for up to 12 weeks if the required premium is paid.

If an Employee's insurance is continued and he or she becomes Disabled during the leave of absence, Disability Benefits will not begin until the later of the following dates.

1. the date the Benefit Waiting Period is satisfied
2. the date the Employee was scheduled to return to Active Service

TL-004716

SCHEDULE OF BENEFITS

Premium Due Date Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

Participation Requirements 100% of Eligible Employees, but not less than 25 Employees.

Classes of Eligible Employees

Class 1 All active, Full-time, salaried and non-bargaining Employees, bargaining Employees in Cincinnati, Ohio, working a minimum of 30 hours per week for the Policyholder.

The following pages contain a Schedule of Benefits for each Class of Eligible Employees. For an explanation of these benefits, please see the Description of Benefits provision.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date: No Waiting Period

For Employees hired after the Policy Effective Date: No Waiting Period

Definition of Disability

An Employee is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform all the material duties of his or her regular occupation; and
2. after Monthly Benefits have been payable for 24 months, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

An Employee is Residually Disabled if, during the Benefit Waiting Period and while Disability Benefits are payable, he or she is Disabled but returns to his or her regular occupation on a part-time basis or any other occupation on a Full-time or part-time basis.

Definition of Covered Earnings

Covered Earnings means an Employee's annual wage or salary as reported by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Indexed Covered Earnings

For the first 12 months Monthly Benefits are payable, Indexed Covered Earnings will be equal to Covered Earnings. After 12 Monthly Benefits are payable, Indexed Covered Earnings will be an Employee's Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of the Employee's Indexed Covered Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Benefit Waiting Period

The Benefit Waiting Period is the period of time an Employee must be continuously Disabled before Disability Benefits may be payable.

For Monthly Benefits 180 days

A period of Disability is continuous even if the Employee can return to Active Service for up to 30 days during the Benefit Waiting Period. The Benefit Waiting Period will be extended by the number of days the Employee can return to Active Service.

Amounts of Insurance

Monthly Benefits

The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearer dollar or \$15,000, reduced by any Other Income Benefits.

Work Incentive Benefits

The Monthly Benefit for any month an Employee is Residually Disabled is determined as follows.

For the first 12 months the Disabled Employee returns to work, the Monthly Benefit is as figured above. If, for any month during this period, the sum of the Disabled Employee's Monthly Benefit, current earnings and any additional Other Income Benefits exceed 100% of his or her monthly Indexed Covered Earnings, the Monthly Benefit will be reduced by the excess amount.

After 12 months, the Monthly Benefit is as figured above, reduced by 50% of the Disabled Employee's current earnings received during any month he or she returns to work. If the sum of the Monthly Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Monthly Benefit will be reduced by the excess amount.

Current earnings include any wage or salary for work performed while Disability Benefits are payable. If an Employee is working for another employer on a regular basis when Disability begins, current earnings will include any increase in the amount he or she earned from this work during the period for which Disability Benefits are payable.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

Minimum Monthly Benefit

\$100

The Insurance Company will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Additional Benefits

Rehabilitation During Disability

Please refer to the Description of Benefits for an explanation of this benefit.

Reasonable Accommodation Benefit

Please refer to the Description of Benefits for an explanation of this benefit.

Conversion Privilege

Please refer to the Description of Benefits for an explanation of this benefit.

Survivor Benefit

Benefit Waiting Period After 6 Monthly Benefits are payable

Amount of Benefit

100% of the sum of the last full Monthly Benefit plus any current earnings by which the Monthly Benefit was reduced for that month.

Maximum Benefit Period

6 monthly payments.

Maximum Benefit Period

For Monthly Benefits

Age When Disability Begins

Under Age 60

Age 60 or older

Maximum Benefit Period

The Employee's 65th birthday

The end of 5 years from the date the Employee became Disabled.

Initial Premium Rates

\$.40 per \$100 of Covered Payroll

Covered Payroll for an Employee will mean his or her monthly earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed \$25,000.

TL-004774

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

Disability Benefits

The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. A Disabled Employee must satisfy the Benefit Waiting Period and be under the appropriate care of a Physician. Satisfactory proof of Disability must be provided to the Insurance Company, at the Employee's expense, before benefits will be paid.

The Insurance Company will require continued proof of the Employee's Disability, provided at the Employee's expense, for benefits to continue.

Benefit Waiting Period

The Benefit Waiting Period is shown in the Schedule of Benefits.

The Insurance Company will waive the Benefit Waiting Period for an Employee if benefits under a Prior Plan were payable on the Policy Effective Date and the Employee returns to Active Service within 6 months after that date. The return to Active Service must be for more than 14 consecutive days but less than 6 months. The later Disability must be caused by the same or related causes.

Termination of Disability Benefits

Disability Benefits will end on the earliest of the following dates.

1. the date an Employee earns more than 80% of his or her Covered Earnings
2. the date an Employee returns to Active Service
3. the date the Insurance Company determines an Employee is not Disabled
4. the end of the Maximum Benefit Period
5. the date an Employee dies

Successive Periods of Disability

Once an Employee is eligible to receive Disability Benefits under the Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless the Employee can return to Active Service for 6 or more consecutive months.

A period of Disability is not continuous if:

1. separate periods of Disability result from unrelated causes; or
2. the later Disability occurs after coverage under the Policy ends.

The Successive Periods of Disability provision will not apply if an Employee is eligible for coverage under a plan that replaces this Policy.

Mental Illness, Alcoholism and Drug Abuse Limitation

The Insurance Company will pay Monthly Benefits on a limited basis for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 Monthly Benefits have been paid, no further benefits will be payable for any of the following conditions.

1. Alcoholism
2. Anxiety disorders
3. Bipolar affective disorder (manic depressive syndrome)
4. Delusional (paranoid) disorders
5. Depressive disorders
6. Drug addiction or abuse
7. Eating disorders
8. Mental Illness
9. Psychotic disorders
10. Schizophrenia
11. Somatoform disorders (psychosomatic illness)

If, before reaching the lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against the lifetime maximum benefit. The confinement must be for the care or treatment of any of the conditions listed above.

Pre-Existing Condition Limitation

The Insurance Company will not pay Monthly Benefits for any period of Disability caused by or contributed to by, or resulting from, a Pre-Existing Condition. A "pre-existing condition" means any Injury or Sickness for which the Employee incurred expenses, received medical treatment, care or services including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a physician within 5 months before his or her most recent effective date of insurance.

The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits. It will not apply to a period of Disability that begins after an Employee is in Active Service for at least 12 months after his or her most recent effective date of insurance or the effective date of any added or increased benefits.

Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-Existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the pre-existing condition limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the pre-existing condition limitation of that plan, credit will be given for any time that was satisfied.

Time will not be credited for any day an Employee is not actively at work. The Pre-Existing Condition Limitation will be extended by the number of days the Employee is not in Active Service.

Disability Benefit Calculation

The Monthly Benefit for any month Disability Benefits are payable is shown in the Schedule of Benefits. Monthly Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month.

Work Incentive Benefit

If an Employee is covered for Work Incentive Benefits, he or she may return to work while Disabled and Disability Benefits will continue. The conditions under which an Employee may return to work and the amount of this benefit is shown in the Schedule of Benefits.

The Insurance Company will review the Employee's status and will require satisfactory proof of earnings and continued Disability.

Other Income Benefits

While an Employee is Disabled, he or she may be eligible for benefits from other income sources. If so, the Insurance Company may reduce the Disability Benefits payable by the amount of such Other Income Benefits. The extent to which Other Income Benefits will reduce any Disability Benefits payable under the policy is shown in the Schedule of Benefits.

Other Income Benefits include:

1. any amounts which the Employee or any dependents, if applicable, receive (or are assumed to receive*) under:
 - a. the Canada and Quebec Pension Plans;
 - b. the Railroad Retirement Act;
 - c. any local, state, provincial or federal government disability or retirement plan or law;
 - d. any sick leave or salary continuation plan of the Employer;
 - e. any Disability Benefits received from the Veterans' Administration
 - f. any workers' compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive*) on the Employee's behalf or for his or her dependents; or, if applicable, which his or her dependents receive (or are assumed to receive*) because of the Employee's entitlement to such benefits.
3. any retirement plan benefits funded by the Employer. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by an employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.

4. any proceeds payable under any group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any wage or salary for work performed. If an Employee is covered for Work Incentive Benefits, the Insurance Company will only reduce Disability Benefits to the extent provided under the Work Incentive Benefit in the Schedule of Benefits.

Dependents include any person who receives (or is assumed to receive) benefits under any applicable law on account of an Employee's entitlement to benefits.

* See the Assumed Receipt of Benefits provision.

Increases in Other Income Benefits

After the first deduction for any Other Income Benefit (except wage or salary) is made, benefits will not be further reduced during that period of Disability due to any cost of living increase in that Other Income Benefit.

Lump Sum Payments

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated the lump sum will be prorated monthly over a five year period. The Insurance Company will determine the expected duration of disability.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits

The Insurance Company will assume the Employee (or his or her dependents, if applicable) are receiving Other Income Benefits if they may be eligible for them. These assumed benefits will be the amount the Insurance Company estimates the Employee (or his or her dependents, if applicable) may be eligible to receive. Disability Benefits will be reduced by the amount of any assumed benefits as if they were actually received.

Except for any wage or salary for work performed while Disability Benefits are payable, this assumption will not be made if the Employee gives the Insurance Company proof of the following events.

1. Application was made for these benefits
2. A Reimbursement Agreement is signed
3. Any and all appeals were made for these benefits or the Insurance Company determines further appeals will not be successful
4. Payments were denied

The Insurance Company will not assume receipt of, nor reduce benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until the Employee actually receives them.

Social Security Assistance

The Insurance Company will, at its discretion, assist the Employee in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by the assumed receipt of SSDI benefits while the Employee participates in the Social Security Assistance Program.

The Insurance Company may require the Employee to file an appeal if it believes a reversal of a prior decision is possible. If the Employee refuses to participate in, or cooperate with, the Social Security Assistance Program, the Insurance Company will assume receipt of SSDI benefits until the Employee gives us proof that all administrative remedies are exhausted.

Recovery of Overpayment

If benefits are overpaid, the Insurance Company has the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount
2. A reduction of any amounts payable under the Policy

If there is an overpayment due when an Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

TL-004771

ADDITIONAL BENEFITS

Rehabilitation During A Period of Disability

If, while an Employee is Disabled, the Insurance Company determines that he or she is a suitable candidate for rehabilitation they may participate in a Rehabilitation Plan. The terms and conditions of the Rehabilitation Plan must be mutually agreed upon by the Employee and the Insurance Company.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

A "Rehabilitation Plan" is a written agreement between the Employee and the Insurance Company in which the Insurance Company agrees to provide, arrange or authorize vocational or physical rehabilitation services.

Reasonable Accommodation Benefit

The Insurance Company may reimburse the Employer for expenses incurred in making a Reasonable Accommodation. For the Employer to be eligible for this benefit, the Reasonable Accommodation must meet the following conditions.

1. It must be made on behalf of a Disabled Employee and result in his or her ability to return to any

- occupation for the Employer.
2. It must be approved by the Insurance Company in writing before it is implemented or any expense is incurred.
 3. It must meet federal standards of a Reasonable Accommodation as detailed in the Americans with Disabilities Act of 1991 and any later amendments.

"Reasonable Accommodation" means any modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a person with a disability to perform the material duties of any occupation without causing undue hardship to the Employer.

TL-005107

Conversion Privilege

If an Employee's insurance ends because employment with the Employer ends, or an Employee is laid off or on an uninsured leave of absence, he or she may be eligible for long term disability conversion insurance.

To be eligible, an Employee must have been insured for Disability Benefits and actively at work for at least 12 months. An Employee must apply for conversion insurance within 62 days after insurance ends.

The benefits of the conversion plan will be those benefits offered at the time an Employee applies. The premium will be based on the rates in effect for conversion plans at that time.

Conversion insurance is not available if any of the following conditions apply.

1. An Employee is no longer in a Class of Eligible Employees, but is still employed by the Employer.
2. The Employee is on an uninsured leave of absence.
3. An Employee is retired or age 70 or older.
4. An Employee is not in Active Service because of Disability.
5. The Policy is canceled for any reason.

TL-005100

Survivor Benefit

The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Employee's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Employee's surviving Children. If there are no Spouse and no Children, benefits will be paid to the Employee's estate.

"Spouse" means an Employee's lawful spouse. "Children" means an Employee's unmarried children under age 21 who are chiefly dependent upon the Employee for support and maintenance. The term includes a stepchild living with the Employee at the time of his or her death.

TL-005109

EXCLUSIONS

Disability Benefits are not payable while an Employee is incarcerated for any reason in a penal or corrections institution. Nor will they be paid while an Employee is serving on full-time active duty in any armed forces. If the Employee sends proof of military service, the Insurance Company will refund the portion of the premium paid to cover the Employee during a period of such service.

The Insurance Company will not pay Disability Benefits for a Disability that results, directly or indirectly, from any of the following:

1. attempted suicide, or whenever an Employee injures himself or herself on purpose.
2. war or any act of war, whether or not declared.
3. terrorism or active participation in a riot.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

TL-004772

CLAIM PROVISIONS

Notice of Claim

Written notice must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible. Written notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Written notice should include the Policyholder's name and Policy Number and the claimant's name and address.

Claim Forms

When the Insurance Company receives written notice of claim, it will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under "Proof of Loss" section, written proof of the nature and extent of the loss.

Claimant Cooperation Provision

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data

The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible. In any case, written proof must be given not more than a year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Within 30 days of a request, written proof of continued Disability and of regular attendance of a Physician must be given to the Insurance Company.

Time of Payment

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

To Whom Payable

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company, may at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

Physical Examination and Autopsy

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time written proof of loss must be furnished.

Time Limitations

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship

The Employee will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724

ADMINISTRATIVE PROVISIONS**Premiums**

The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Changes in Premium Rates

The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates at any time if any of the following events take place.

1. The terms of the Policy change
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy
3. There is a change in the factors bearing on the risk assumed
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements

The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium

The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Policyholder and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation

The Policyholder or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

The Insurance Company may cancel the Policy as of any Premium Due Date if the Participation Requirements are not met.

Policy Grace Period

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under the Policy. The Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the Policy was in force.

Reinstatement of Insurance

Coverage may be reinstated if an Employee's insurance ends because he or she is on an unpaid leave of absence.

An Employee's coverage may be reinstated only if reinstatement occurs within 6 months from the date insurance ends due to an Employer approved unpaid leave of absence. For coverage to be reinstated the following conditions must be met.

1. an Employee must be in a Class of Eligible Employees
2. the required premium must be paid
3. a written request for reinstatement must be received by the Insurance Company within 31 days from the date an Employee returns to Active Service

Reinstated coverage will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation before coverage ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

TL-004720

GENERAL PROVISIONS**Entire Contract**

The entire contract will be made up of the Policy, the application of the Policyholder, a copy of which is attached to the Policy, and the applications, if any, of the Employees.

Incontestability

All statements made by the Policyholder or by an Employee are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Employee's effective date of coverage, or from the effective date of any added or increased benefits, no such statement will cause coverage to be contested except for fraud or eligibility for coverage.

Misstatement of Age

If an Employee's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This

approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

Workers' Compensation Insurance

The Policy is not in lieu of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

Certificates

A certificate of insurance will be delivered to the Policyholder for delivery to Employees. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits

The Insurance Company will not be affected by the assignment of an Employee's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided coverage under the Policy is in effect. This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Conformity with State Statutes

Any provision of the Policy in conflict on the Policy Effective Date with the laws of the state where the Policy is delivered is amended to conform to the minimum requirements of such laws.

Clerical Error

A person's coverage will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

TL-004726

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PENNSYLVANIA**

We, ALBRIGHT & WILSON AMERICAS INC. whose main office address is Ashland, VA hereby apply to the Life Insurance Company of North America for Policy Number BK 020011.

We approve and accept the terms of this Policy.

This application is to be signed in duplicate. One part is to be attached to the Policy the other part is to be returned to the Life Insurance Company of North America.

This application supersedes any previous application for this Policy.

ALBRIGHT & WILSON AMERICAS INC.
(Full or Corporate Name of Applicant)

Signed at _____ By _____
(Signature and Title)

On _____ Witness _____
(To be signed by Licensed Resident Agent where required by law)

TL-004778

(This Copy Is To Remain Attached To The Policy)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PENNSYLVANIA**

We, ALBRIGHT & WILSON AMERICAS INC. whose main office address is Ashland, VA hereby apply to the Life Insurance Company of North America for Policy Number BK 020011.

We approve and accept the terms of this Policy.

This application is to be signed in duplicate. One part is to be attached to the Policy the other part is to be returned to the Life Insurance Company of North America.

This application supersedes any previous application for this Policy.

ALBRIGHT & WILSON AMERICAS INC.
(Full or Corporate Name of Applicant)

Signed at _____ By _____
(Signature and Title)

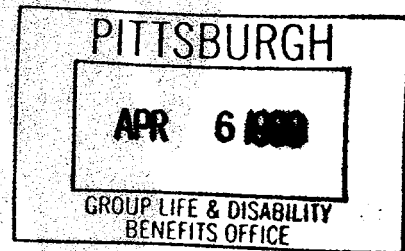
On _____ Witness _____
(To be signed by Licensed Resident Agent where required by law)

TL-004778

(This Copy Is To Be Returned To Us)

*Please forward to appropriate
personnel for waiver of premium
of group life benefits.*

**ALBRIGHT
& WILSON**
Americas



PLAINTIFF'S
EXHIBIT

B

LIFE INSURANCE COMPANY OF NORTH AMERICA

(herein called the Company)

Amendment to be attached to and made a part of the Master Policy
A Contract between the Company and

Policyholder: NATIONAL CONSUMER INSURANCE TRUST
Participating Subscriber: ALBRIGHT & WILSON AMERICAS INC.

(herein called the Subscriber)

Subscriber No.: GL-50223

Plan Effective Date: January 1, 1996

Applicable to Classes 1, 2 and 4 Only:

This Amendment will be in effect only for eligible employees in Active Service on the Plan Effective Date shown above. If an Employee is not in Active Service on the date he would otherwise become eligible, he will become eligible on the date he returns to Active Service provided any required Waiting Period has been satisfied.

As of the Plan Effective Date shown above, the Company and the Subscriber hereby agree that the Plan and any Certificate of Insurance delivered under the Master Policy are amended as follows:

Under the heading, WHEN COVERAGE ENDS, the Spouse termination paragraph is changed to read:

SPOUSE INSURANCE

The insurance on a Spouse will end on the earliest date below:

1. the date the insurance on the Employee who elected coverage for the Spouse ends;
2. the date the Employee through whom the Spouse became insured cancels the coverage for the Spouse;
3. the day after the end of the period for which premiums are paid;
4. the date he is no longer eligible for insurance; or
5. the date he reaches age 75. Termination of coverage due to age does not apply to a Spouse who was covered under the plan of insurance providing similar benefits that was sponsored by the Employer directly prior to January 1, 1996.

Except for the above, this amendment does not change the Subscriber Certificate or Certificate of Insurance in any way.

FOR THE COMPANY

By:



Date: June 30, 1998

Amendment No. A04
TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Master Policy
A Contract between the Company and

Policyholder: NATIONAL CONSUMER INSURANCE TRUST
Participating Subscriber: ALBRIGHT & WILSON AMERICAS INC.

(herein called the Subscriber)

Subscriber No.: GL-50223

Plan Effective Date: January 1, 1998

Applicable to Classes 1 and 2 Only:

This Amendment will be in effect only for eligible employees in Active Service on the Plan Effective Date shown above. If an Employee is not in Active Service on the date he would otherwise become eligible, he will become eligible on the date he returns to Active Service provided any required Waiting Period has been satisfied.

As of the Plan Effective Date shown above, the Company and the Subscriber hereby agree that the Plan is amended as follows:

The Guaranteed Issue amount for Basic Life Insurance Coverage under the heading SCHEDULE OF BENEFITS for Classes 1 & 2 are changed as follows:

Employee Benefits

Basic Benefits

Amount of Basic Life
Insurance

1.5 times Annual Compensation,
rounded to the next higher \$1,000.00,
if not already a multiple thereof.
Guaranteed Issue Amount: \$350,000.00
Maximum Benefit: \$1,000,000.00
This Maximum Benefit amount is combined
with the Voluntary Plan Coverage.

Except for the above, this amendment does not change the Subscriber Certificate in any way.

FOR THE COMPANY

By:



Date: December 1, 1997

Amendment No. A03

TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Master Policy
A Contract between the Company and

Policyholder: NATIONAL CONSUMER INSURANCE TRUST
Participating Subscriber: ALBRIGHT & WILSON AMERICAS INC.

(herein called the Subscriber)

Subscriber No.: GL-50223

Plan Effective Date: May 1, 1997

Applicable to Classes 1 and 2 Only:

This Amendment will be in effect only for eligible employees in Active Service on the Plan Effective Date shown above. If an Employee is not in Active Service on the date he would otherwise become eligible, he will become eligible on the date he returns to Active Service provided any required Waiting Period has been satisfied.

As of the Plan Effective Date shown above, the Company and the Subscriber hereby agree that the Plan is amended as follows:

The section entitled Temporary Layoff as set forth on the page entitled WHEN COVERAGE CONTINUES-CONTINUATION OF INSURANCE is hereby changed to read as follows:

Temporary Layoff

If an Employee's Active Service ends due to temporary layoff, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 1 month after the date the Employee's Active Service ends.

Except for the above, this amendment does not change the Subscriber Certificate in any way.

FOR THE COMPANY

By:



Date: November 18, 1997

Amendment No. 2

TL-004780

LIFE INSURANCE COMPANY OF NORTH AMERICA
(herein called the Company)

Amendment to be attached to and made a part of the Master Policy
A Contract between the Company and

Policyholder: NATIONAL CONSUMER INSURANCE TRUST
Participating Subscriber: ALBRIGHT & WILSON AMERICAS INC.

(herein called the Subscriber)

Subscriber No.: GL-50223

Plan Effective Date: May 1, 1997

Applicable to Classes 1 and 2 Only:

This Amendment will be in effect only for eligible employees in Active Service on the Plan Effective Date shown above. If an Employee is not in Active Service on the date he would otherwise become eligible, he will become eligible on the date he returns to Active Service provided any required Waiting Period has been satisfied.

As of the Plan Effective Date shown above, the Company and the Subscriber hereby agree that the Plan is amended as follows:

The section entitled Temporary Layoff as set forth on the page entitled WHEN COVERAGE CONTINUES-CONTINUATION OF INSURANCE is hereby changed to read as follows:

Temporary Layoff

If an Employee's Active Service ends due to temporary layoff, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 1 month after the date the Employee's Active Service ends (for Employees who are eligible for the Employer's group severance plan, coverage will be continued for 1 year).

Except for the above, this amendment does not change the Subscriber Certificate in any way.

FOR THE COMPANY

By:



Date: August 6, 1997

Amendment No. 1

TL-004780

NOTICE - RIGHT TO FILE A COMPLAINT

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

**LIFE INSURANCE COMPANY OF NORTH AMERICA
CUSTOMER SERVICE
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
1-800-547-5515**

You can also contact the Virginia Insurance Department, a state agency which enforces Virginia's insurance laws, and file a complaint by writing to:

**Bureau of Insurance
Life and Health Division
P.O. Box 1157
Richmond, VA 23218
1-800-552-7945 (in state) or
804-371-9741 (out of state)**

TL-005693

NOTICE

BENEFITS PAID UNDER THE ACCELERATED DEATH BENEFITS PROVISION WILL REDUCE THE DEATH BENEFIT PAYABLE FOR LIFE INSURANCE.

BENEFITS PAYABLE UNDER THE ACCELERATED DEATH BENEFITS PROVISION MAY BE TAXABLE. IF SO, THE EMPLOYEE OR THE EMPLOYEE'S BENEFICIARY MAY INCUR A TAX OBLIGATION. AS WITH ALL TAX MATTERS, AN EMPLOYEE SHOULD CONSULT WITH A PERSONAL TAX ADVISOR TO ASSESS THE IMPACT OF THIS BENEFIT. ACCELERATED DEATH BENEFITS ARE NOT PAYABLE IF LIFE INSURANCE COVERAGE UNDER THE POLICY IS NOT IN FORCE.

TL-004788

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(804) 747-7410
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: TRUSTEE OF THE NATIONAL CONSUMER
INSURANCE TRUST

SUBSCRIBER: ALBRIGHT & WILSON AMERICAS INC.

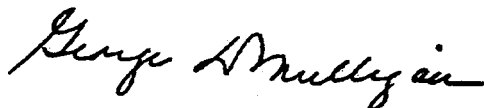
POLICY NUMBER: GL 050223

POLICY EFFECTIVE DATE: January 1, 1996

POLICY ANNIVERSARY DATE: January 1

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits. The Policy is issued in Delaware and shall be governed by its laws. This Policy goes into effect on the Policy Effective Date, 12:01 AM at the Policyholder's address.

The Insurance Company, the Policyholder, and the Subscriber have agreed to all the terms of this Policy.



George D. Mulligan, Secretary



John K. Leonard, President

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DEFINITIONS

Accident

A sudden unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

Active Service

An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He is actively at work. This means he is performing his regular occupation for the Employer on a full time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires him to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he was in Active Service on the preceding scheduled work day.

Annual Compensation

An Employee's annual rate of pay as reported by the Employer for work performed for the Employer. It does not include commissions, overtime, bonus and additional compensation or pay for more than the Employee's regular scheduled work week.

Basic Plan

The Basic Plan is the basic insurance coverage selected for eligible Employees by the Employer.

Coverage Amount

The amount of Life Insurance in force for an Insured.

Dependent Child

An Employee's unmarried child who is:

1. less than 19 years old;
2. 19 or more years old but less than 25 years, enrolled in a school as a full-time student and primarily supported by the Employee;
3. 19 or more years old and primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may from time to time require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term child means a child born to or legally adopted by the Employee. The term includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild living with the Employee.

Employee

For the purpose of eligibility, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees". Otherwise, Employee means an employee of the Employer who is covered under the Policy.

Employer

The Subscriber and any affiliates or subsidiaries covered under the Policy. The Employer is acting as agent of the Insured with respect to all transactions relating to this insurance. The actions of the Employer shall not be considered actions of the Insurance Company.

Injury

Any accidental loss or bodily harm that results directly or indirectly of all other causes from an Accident.

Insurability Requirement

An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept that person as insurable. To determine a person's acceptability for an amount of coverage, the Insurance Company will require evidence of good health and may require that it be provided at his own expense.

Insurance Company

The Insurance Company underwriting the Policy is Life Insurance Company of North America.

Insured

A person who is eligible for insurance under the Policy and for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Insured's Age

An Insured's age on or as of the last Policy Anniversary.

Life Status Change. A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Insured to make changes in benefit selections at a time other than an Annual Enrollment Period.

The following events are Life Status Changes.

1. Death of spouse
2. Marriage
3. Divorce, annulment or legal separation
4. Birth or adoption of a child
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Insured or his spouse
7. A change in the Insured's or his spouse's employment status that affects either's eligibility for benefits.

Policy Anniversary

A Policy Anniversary is the date stated on the policy cover and the same date that follows every 12 months for as long as the Policy is in effect.

Policy Effective Date

The date stated on the policy cover.

Principal Sum

The amount of Accident Insurance in force for an Employee.

Sickness

Any physical or mental illness or disease.

Spouse

The lawful Spouse of an Employee.

Subscriber

A Subscriber is an Employer who has subscribed to the Policyholder for coverage under the Policy for his eligible employees.

Totally Disabled

An Employee will be considered Totally Disabled if, because of Injury or Sickness, he is unable to perform all the essential duties of any occupation for which he is or may reasonably become qualified based on his education, training, or experience.

Voluntary Plan

The portion of this plan that provides for the option to purchase additional insurance beyond the Basic Plan. This insurance is elected by the Employee.

TL-004708

WHO IS ELIGIBLE

Classes of Eligible Persons

A person may be insured only under one of the Classes of Eligible Persons shown below, even though he may be eligible under more than one class.

EMPLOYEE

An Employee of the Employer in one of the Classes of Eligible Employees shown below will become eligible to be insured on the later of:

1. the Policy Effective Date; or
2. the date he becomes an Employee of the Employer in one of the Classes of Eligible Employees.

If a person has in force a policy of life insurance converted from group insurance provided by the Policy, he will not become eligible until he surrenders the converted policy to us.

Classes of Eligible Employees

All active, full-time Employees of the Employer working a minimum of 30 hours per week and classified as follows:

- Class 1 CEO, Directors and Executive Vice Presidents
- Class 2 All other active, full-time, salaried and non-bargaining Employees and bargaining Employees of Cincinnati
- Class 3 Retirees from Classes 1 and 2
- Class 4 All active, full-time, Charleston, SC, bargaining Employees
- Class 5 Retirees from Class 4 who retired before 1/1/96
- Class 6 Retirees from Class 4 who retired 1/1/96 or after

SPOUSE (Applicable to Classes 1, 2 and 4 Only)

If an Employee is eligible to elect coverage for his Spouse, the Spouse will become eligible to be insured on the later of:

1. the date the Employee becomes insured; or
2. the date a person becomes a Spouse of an Employee, provided the Spouse is less than 70 years old on that date.

For the purpose of eligibility, the Spouse must be a lawful Spouse and not legally separated or divorced from, or widowed by the Employee.

DEPENDENT CHILD (Applicable to Classes 1, 2 and 4 Only)

If an Insured is eligible to elect coverage for his Dependent Child, he may elect coverage on the later of the date he:

1. elects coverage for himself; or
2. acquires a Dependent Child.

In no event will a Dependent Child be eligible to be insured more than once under the Policy.

For the purpose of Dependent Child eligibility, an Insured is an Employee.

TL-004710

**WHEN COVERAGE BEGINS
EFFECTIVE DATE OF INSURANCE**

EMPLOYEE INSURANCE

An Employee will become insured for an amount not to exceed the Guaranteed Issue Amount on the date he becomes eligible, if he is not required to contribute toward the cost of his insurance.

An Employee who is required to contribute toward the cost of his insurance may elect to be insured only by authorizing payroll deduction on a form approved by the Employer and the Insurance Company. The effective date of his insurance depends on the date and amount of insurance he elects.

1. If he elects insurance on or before the date he becomes eligible, he will become insured for an amount not to exceed the Guaranteed Issue Amount on the date he becomes eligible.
2. If he elects insurance within 31 days after he becomes eligible, he will become insured for an amount not to exceed the Guaranteed Issue Amount on the date the completed and signed application is received by the Insurance Company.
3. If he elects an amount of insurance in excess of the Guaranteed Issue Amount, he will become insured for the amount that exceeds the Guaranteed Issue Amount on the date the Insurance Company agrees in writing to insure him for that amount. The Insurance Company will require him to satisfy the Insurability Requirement before it agrees to insure him.
4. If he elects insurance more than 31 days after he becomes eligible, his insurance will be effective on the date the Insurance Company agrees in writing to insure him. The Insurance Company may require him to satisfy the Insurability Requirement before it agrees to insure him.
5. If he elects insurance within 31 days after a Life Status Change, he will be insured on the date the Insurance Company receives his completed application.

If an Employee is not in Active Service on the date his insurance would otherwise be effective, it will become effective on the date he returns to Active Service.

If an Employee who is eligible under one Class of Eligible Employees becomes eligible under a different Class of Eligible Employees, changes in his insurance due to the change in class will be effective on the first of the month following the change in class. However, if an Employee is not in Active Service on the date the change in his insurance would otherwise be effective, it will become effective on the date he returns to Active Service.

SPOUSE INSURANCE (Applicable to Classes 1, 2 and 4 Only)

In order to become insured, a Spouse must be eligible, the required enrollment form must be signed and payroll deduction must be authorized.

A Spouse for whom coverage is elected will become insured on the later of:

1. the Policy Effective Date; or
2. the date the completed and signed application is received by the Insurance Company.

If coverage for a Spouse is elected more than 31 days after the date he becomes eligible, the Spouse will become insured on the date the Insurance Company agrees in writing to insure him. The Insurance Company may require the Spouse to satisfy the Insurability Requirement before it agrees to insure him.

If on the date his insurance would otherwise begin a Spouse:

1. is a patient in a hospital;
 2. is confined at home under the care of a doctor for Sickness or Injury;
 3. has had his level of activity significantly reduced so that he requires human supervision or assistance to perform any of the following activities of daily living:
 - a. mobility
 - b. transferring
 - c. feeding
 - d. dressing
 - e. toiletingwhich another person of the same age could normally perform; and/or
 4. is receiving any disability benefits from any source due to any Sickness or Injury,
- his insurance will begin on the day after the condition described under 1, 2, 3, or 4 has ended.

"Hospitalization" means inpatient confinement for hospital care, hospice care or outpatient hospital care for chemotherapy or radiation therapy.

DEPENDENT CHILD INSURANCE (Applicable to Classes 1, 2 and 4 Only)

In order to become insured, a Dependent Child must be eligible, the required enrollment form must be signed and payroll deduction must be authorized.

Each Dependent Child for whom coverage is elected within 31 days after the date he becomes eligible will become insured on the later of:

1. the Policy Effective Date; or
2. the date the completed and signed application is received by the Insurance Company.

If coverage for a Dependent Child is elected more than 31 days after the date he becomes eligible, he will become insured on the date the Insurance Company agrees in writing to insure him. The Insurance Company may require the Dependent Child to satisfy the Insurability Requirement at his own expense before it agrees to insure him.

If coverage for a Dependent Child is in force and another Dependent Child is acquired, coverage for that child will become effective on the later of:

1. on the date the child is 0 days old; or
2. the first day of any waiting period prior to the finalization of the child's adoption.

If on the date his insurance would otherwise begin, a Dependent Child:

1. is hospitalized; or
 2. is confined at home under the care of a doctor for Sickness or Injury;
- his insurance will begin on the day the condition described in 1 or 2 has ended.

TL-004712

WHEN COVERAGE ENDS TERMINATION OF INSURANCE

EMPLOYEE INSURANCE

The insurance on an Employee will end on the earliest date below:

1. the date the Master Policy is terminated;
2. the date he is no longer in an eligible class;
3. the day after the end of the period for which premiums are paid;
4. the date the Subscriber cancels participation under the Policy; or
5. the date he is no longer in Active Service.

SPOUSE INSURANCE (Applicable to Classes 1, 2 and 4 Only)

The insurance on a Spouse will end on the earliest date below:

1. the date the insurance on the Employee who elected coverage for the Spouse ends;
2. the date the Employee through whom the Spouse became insured cancels the coverage for the Spouse;
3. the day after the end of the period for which premiums are paid;
4. the date he is no longer eligible for insurance; or
5. the date he reaches age 70.

DEPENDENT CHILD INSURANCE (Applicable to Classes 1, 2 and 4 Only)

The insurance on a Dependent Child will end on the earliest date below:

1. the date the insurance on the Employee who elected coverage for the Dependent Child ends;
2. the date the Employee through whom the Dependent Child became insured cancels coverage for him;
3. the day after the end of the period for which premiums are paid; or
4. the date he is no longer eligible for insurance.

TL-004714

WHEN COVERAGE CONTINUES CONTINUATION OF INSURANCE

Temporary Layoff (Applicable to Classes 1 and 2 Only)

If an Employee's Active Service ends due to temporary layoff, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 1 month after the date the Employee's Active Service ends.

If an Employee's Active Service ends due to temporary layoff, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 1 month after the date the Employee's Active Service ends.

Temporary Leave of Absence (Applicable to Classes 1, 2 and 4 Only)

If an Employee's Active Service ends due to temporary leave of absence, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 1 month after the date the Employee's Active Service ends.

Approved Family or Medical Leave (Applicable to Classes 1, 2 and 4 Only)

If an Employee's Active Service ends due to an approved family or medical leave, his insurance will be continued until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date the Employer cancels the Employee's insurance; or
3. 12 weeks after the date the Employee's Active Service ends.

TL-004716

Extended Death Benefit Provision (Applicable to Classes 1, 2 and 4 Only)

If an Employee becomes Totally Disabled before age 60 and is Totally Disabled on the date his Life Insurance coverage under the Policy ends, the Insurance Company will extend his Life Insurance, and the Life Insurance for his Spouse and any Dependent Child covered under his certificate, until the earliest of:

1. the last day of the period for which premiums are paid;
2. the date he is no longer Totally Disabled;
3. the date he qualifies for Waiver of Premium under the Policy; or
4. 12 months after the date his coverage would have otherwise ended.

If the Employee dies during the period his Life Insurance is extended, the Insurance Company will pay the Coverage Amount in effect on the day before the date he became Totally Disabled. However, the Coverage Amount will be subject to the provisions of the Policy that reduce or terminate coverage on account of age, retirement, acceleration, or a change in eligible class.

TL-004742

Conversion Privilege for Life Insurance

An Employee may convert all or any portion of his Life Insurance under the Policy if:

1. his insurance would end due to termination of his employment with the Employer;
2. he is no longer in an eligible class;
3. the Master Policy is terminated;
4. the Subscriber's participation ends under the Master Policy; or
5. his insurance is reduced based on attained age, retirement or a change in class. (In this case, he may convert the amount of the reduction.) If insurance is reduced due to an acceleration of benefits, the amount of the reduction cannot be converted.

A Spouse may convert all or any portion of his Life Insurance under the Policy if coverage ends due to:

1. the termination of the Employee's insurance;
2. the Employee's death; or
3. the dissolution of the marriage.

A Dependent Child may convert all or any portion of his Life Insurance under the Policy if coverage ends due to:

1. the termination of the Employee's insurance;
2. the Employee's death; or
3. the Dependent Child's attainment of the maximum age for his class of Insured.

If coverage for an Insured ends for any reason, except for non-payment of premiums, he may apply for a conversion policy of Life Insurance.

The conversion insurance may be a type of life insurance currently being issued by the Insurance Company at the age and in the amount applied for, except:

1. it may not be term insurance;
2. it may not be for an amount of insurance greater than the Coverage Amount in force under this Policy and the conversion insurance will not contain disability or other extra benefits; and
3. if coverage ends because the Policy is terminated or amended or the Subscriber cancels participation under the Policy, coverage cannot be converted unless the individual has been insured under the Policy for at least 3 years. In this case the Coverage Amount under the conversion insurance will be the lesser of: (a) the Coverage Amount in force under the Policy; or (b) \$10,000.

If the Policy is terminated and the Insured becomes eligible for coverage under any group life policy within 31 days, the Insured may not convert an amount of insurance greater than the amount he was covered for under this Policy less the amount for which he may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Conversion insurance will become effective on the 31st day after the date coverage under the Plan ends, provided:

1. the application has been received by the Insurance Company; and
2. the required premium has been paid.

Premium for the conversion insurance will be based on:

1. the age and class of risk of the Insured; and
2. the type and amount of coverage issued.

If the Insured dies during the 31 day conversion period, the Death Benefit will be paid under this Policy regardless of whether he applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period

If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 60 days. Notice, for the purposes of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

1. Life Insurance benefits will not be paid under the Policy; and
2. Life Insurance benefits will be paid under the conversion insurance, provided:
 - a. the Insured's application for conversion insurance has been received by the Insurance Company; and
 - b. the required premium has been paid.

Prior Conversion Limitation

If an Insured is covered under a life conversion policy previously issued by the Insurance Company, he will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TL-004750

Conversion Privilege for Accident Insurance (Applicable to Classes 1, 2 and 4 Only)

An Employee, under age 70, may convert his Accident Insurance under the Policy if:

1. his insurance would end due to termination of his employment with the Employer;
2. he is no longer in an eligible class;
3. the Policy is terminated; or
4. the Subscriber's participation ends under the Policy.

If the Insured has assigned his rights under the Policy, the assignee must apply for the conversion insurance.

The Employee may apply for an amount of conversion insurance up to the amount of Accident Insurance in force under the Policy in units of \$25,000, but subject to:

1. a minimum of \$25,000; and
2. a maximum of \$250,000.

The conversion insurance may not include all of the benefits provided under the Policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Conversion insurance will become effective on the date coverage under the Policy ends, provided:

1. the application has been received by the Insurance Company; and
2. the required premium has been paid.

Premium for the conversion insurance will be based on:

1. the age and class of risk of the Insured; and
2. the type and amount of coverage issued.

Benefits payable under the conversion insurance for a loss also covered under the Policy will be reduced by the amount of benefits payable under the Policy.

Prior Conversion Limitation

If an Insured is covered under an accident conversion policy previously issued by the Insurance Company, he will not be eligible for this Conversion Privilege unless the prior coverage has ended.

Eligibility for conversion of Accident Insurance will end at age 70. Plan benefits for Accident Insurance are based on the Employee's Principal Sum and will be computed according to the schedule above.

TL-004766

The following affiliates are covered under the Policy as of January 1, 1996.

Affiliate Name	Location
Chemrich	Lafayette, LA
Chemrich	Gretna, LA
RLCC Technologies	Monroe, LA

TL-004776

SCHEDULE OF BENEFITS (CLASS 1)**Employee Benefits****Basic Benefits**Amount of Basic Life
Insurance

1.5 times Annual Compensation,
rounded to the next higher \$1,000.00,
if not already a multiple thereof.
Guaranteed Issue Amount: \$250,000.00
Maximum Benefit: \$1,000,000.00
This Maximum Benefit amount is combined
with the Voluntary Plan Coverage.

Amount of Basic Accident
Insurance

Same as Basic Life Coverage Amount

Voluntary BenefitsAmount of Voluntary Life
Insurance

1, 2, 3, 4 or 5 times Annual Compensation,
rounded to the next higher \$1,000.00,
if not already a multiple thereof.
Guaranteed Issue Amount: \$250,000.00
Maximum Benefit: \$1,000,000.00
This Maximum Benefit amount is
combined with the Basic Plan Coverage.

Spouse and Dependent Child Benefits

Amount of Life Insurance

Option 1

Spouse	\$10,000.00
Dependent Child -	
Birth to 6 Months -	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 2

Spouse	\$30,000.00
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 3

Spouse	\$50,000.00
Dependent Child -	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 4

Spouse	No Coverage
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

TL-004774

AGE BASED REDUCTIONS (CLASS 1)

The Life Insurance Coverage Amount for an Employee age 70 and over will be reduced to:

- 65% of the Coverage Amount at age 70.
- 45% of the Coverage Amount at age 75.
- 30% of the Coverage Amount at age 80.

TL-004732

The Accident Insurance Principal Sum for an Employee age 70 and over will be reduced to:

- 65% of the Principal Sum at age 70.
- 45% of the Principal Sum at age 75.
- 30% of the Principal Sum at age 80.

TL-004764

SCHEDULE OF BENEFITS (CLASS 2)**Employee Benefits****Basic Benefits**

Amount of Basic Life
Insurance

1.5 times Annual Compensation,
rounded to the next higher \$1,000.00,
if not already a multiple thereof.
Guaranteed Issue Amount: \$250,000.00
Maximum Benefit: \$1,000,000.00
This Maximum Benefit amount is combined
with the Voluntary Plan Coverage.

Amount of Basic Accident
Insurance

Same as Basic Life Coverage Amount

Voluntary Benefits

Amount of Voluntary Life
Insurance

1, 2, 3, 4 or 5 times Annual Compensation,
rounded to the next higher \$1,000.00,
if not already a multiple thereof.
Guaranteed Issue Amount: \$250,000.00
Maximum Benefit: \$1,000,000.00
This Maximum Benefit amount is
combined with the Basic Plan Coverage.

Spouse and Dependent Child Benefits

Amount of Life Insurance

Option 1

Spouse	\$10,000.00
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 2

Spouse	\$30,000.00
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 3

Spouse	\$50,000.00
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

Option 4

Spouse	No Coverage
Dependent Child	
Birth to 6 Months	\$500.00
6 Months to Maximum Age	\$5,000.00

TL-004774

AGE BASED REDUCTIONS (CLASS 2)

The Life Insurance Coverage Amount for an Employee age 70 and over will be reduced to:

- 65% of the Coverage Amount at age 70.
- 45% of the Coverage Amount at age 75.
- 30% of the Coverage Amount at age 80.

TL-004732

The Accident Insurance Principal Sum for an Employee age 70 and over will be reduced to:

- 65% of the Principal Sum at age 70.
- 45% of the Principal Sum at age 75.
- 30% of the Principal Sum at age 80.

TL-004764

SCHEDULE OF BENEFITS (CLASS 3)

Employee Benefits

Amount of Basic Life
Insurance

\$10,000.00

Guaranteed Issue Amount: \$10,000.00

Maximum Benefit: \$10,000.00

Amount of Basic Accident
Insurance

Class 3 is not eligible for
Basic Accident Benefits.

Spouse Benefits

Class 3 is not eligible for Spouse Benefits.

Dependent Child Benefits

Class 3 is not eligible for Dependent Child Benefits.

TL-004774

Employee Benefits

Basic Benefits

Amount of Basic Life
Insurance

\$25,000.00

Guaranteed Issue Amount: \$25,000.00

Maximum Benefit: \$25,000.00

Amount of Basic Accident
Insurance

Same as Basic Life Coverage Amount

Voluntary Benefits

Amount of Voluntary Life
Insurance

Increments of \$6,000.00

Guaranteed Issue Amount: \$18,000.00

Maximum Benefit: \$18,000.00

Spouse and Dependent Child Benefits

Amount of Life Insurance

Option 1

Spouse - \$4,000.00

Dependent Child -

Birth to 6 Months - \$200.00

6 Months to Maximum Age - \$2,000.00

Option 2

Spouse - \$5,000.00

Dependent Child -

Birth to 6 Months - \$250.00

6 Months to Maximum Age - \$2,500.00

TL-004774

Employee Benefits

Amount of Basic Life
Insurance

50% of the Benefit amount
at the time of retirement.
Guaranteed Issue Amount: \$11,000.00
Maximum Benefit: \$11,000.00

Amount of Basic Accident
Insurance

Class 5 is not eligible for
Basic Accident Benefits.

Spouse Benefits

Class 5 is not eligible for Spouse Benefits.

Dependent Child Benefits

Class 5 is not eligible for Dependent Child Benefits.

TL-004774

Employee Benefits

Amount of Basic Life
Insurance

50% of the Benefit amount
at the time of retirement.
Guaranteed Issue Amount: \$12,500.00
Maximum Benefit: \$12,500.00

Amount of Basic Accident
Insurance

Class 6 is not eligible for
Basic Accident Benefits.

Spouse Benefits

Class 6 is not eligible for Spouse Benefits.

Dependent Child Benefits

Class 6 is not eligible for Dependent Child Benefits.

TL-004774

**WHAT IS COVERED
DESCRIPTION OF BENEFITS**

LIFE INSURANCE

Death Benefit

If an Insured dies, the Insurance Company will pay the Coverage Amount in force for him on the date of his death.

TL-004730

Automatic Increase Provision (Applicable to Classes 1 and 2 Only)

If an Employee's Coverage Amount is based on his Annual Compensation, he will be enrolled in the Automatic Increase Feature on the effective date of his coverage. Under this feature, his Coverage Amount will automatically increase on the first of the month following an increase in his Annual Compensation provided:

1. the Employer provides the Insurance Company with the required notice of an increase in his Annual Compensation, subject to a maximum of 25% of the previous salary; and
2. the Employee is in Active Service on that date.

The Employee will not be required to satisfy the Insurability Requirement for the increased amount.

If an Employee:

1. initially elects a Coverage Amount that is less than or equal to the Guaranteed Issue Amount; or
2. is not approved by the Insurance Company for a Coverage Amount in excess of the Guaranteed Issue Amount;

his Coverage Amount will not be increased to an amount that exceeds the Guaranteed Issue Amount.

If an Employee is initially approved for a Coverage Amount in excess of the Guaranteed Issue Amount, his Coverage Amount will not be increased to an amount in excess of the Maximum Benefit Amount applicable to his Class of Eligible Persons.

If an Employee later revokes the Automatic Increase Feature, he may not elect the feature at a later date. If an Employee is not covered under the Automatic Increase Feature, he must satisfy the Insurability Requirement before he becomes insured for the increased Coverage Amount based on an increase in his Annual Compensation.

TL-004736

Seatbelt Benefit

The Insurance Company will pay a Seatbelt Benefit if an Employee dies as a result of an Accident which occurs:

1. while covered under the Policy; and
2. while driving or riding as a passenger in a Private Passenger Car, and
 - a. the car is equipped with seatbelts;
 - b. the seatbelt was in actual use and properly fastened at the time of the Accident; and
 - c. the use and position of the seatbelt is certified in the official report of the Accident.However, if an official report is not available or it is unclear if the Employee was properly wearing a seatbelt, we will pay the Limited Seatbelt Benefit. If such report indicates that a seatbelt was not in use, we will not pay the Seatbelt Benefit nor the Limited Seatbelt Benefit.

"Private Passenger Car" means a validly registered four-wheel vehicle which is listed below. Listed vehicles are limited to private passenger cars, station wagons, jeeps, pick-up trucks and van-type cars.

The Seatbelt Benefit will not be paid for an Accident which occurs while the Employee is participating in a race, speed or endurance test.

The Seatbelt Benefit is payable to the Employee's designated beneficiary, or if there is none, to the person determined to be entitled to receive the death benefit under the Policy. The benefit will be equal to the lesser of:

1. 10% of the Employee's Life Insurance Coverage Amount but no less than \$1,000; or
2. \$10,000.

The **Limited Seatbelt Benefit** is \$1,000.

TL-004734

Accelerated Death Benefits

For purposes of the Accelerated Death Benefits provision, an Insured is an Employee.

Any benefits payable under this Accelerated Death Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Coverage Amount under the Policy will terminate when benefits are paid or payable under this Accelerated Benefits provision.

Terminal Illness Benefit

The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit will be equal to 50% of the Coverage Amount in force for the Insured on the date he is determined by the Insurance Company to be Terminally Ill, subject to a Lifetime Maximum Benefit Amount of \$50,000.

The Terminal Illness Benefit is payable once in an Insured's lifetime.

Determination of Terminal Illness

For the purposes of determining the existence of a Terminal Illness, the Insurance Company will require that the Insured submit the following:

1. a written diagnosis and prognosis by two Physicians licensed to practice in the United States; and
2. supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its own expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

"Physician" means a licensed medical practitioner who is practicing within the scope of his license and who is licensed to prescribe and administer drugs or to perform surgery.

TL-004748

If an Employee becomes Totally Disabled before age 60, his Life Insurance premiums, and the Life Insurance premiums for his Spouse and any Dependent Child covered under his certificate, will be waived while he remains continuously Totally Disabled.

In order to qualify for waiver of premium, an Employee must submit due proof that he has been Totally Disabled for 9 continuous months. Such proof must be submitted to the Insurance Company no later than 12 months from the date he becomes Totally Disabled. After premiums have been waived for 12 months, they will be waived for future periods of 12 months if he:

1. remains Totally Disabled; and
2. submits due proof during the 3 months before the end of the 12 month period of the continuation of Total Disability.

Death Benefit

If an Employee dies while premiums are being waived, the Insurance Company will pay a Death Benefit only if due proof of continuous Total Disability is received within one year of his death.

The Death Benefit will be equal to the Coverage Amount in effect on the date the Employee became Totally Disabled. However, the Coverage Amount will be subject to the provisions of the Policy that reduce or terminate coverage on account of age, retirement, acceleration, or a change in eligible class. Any automatic increases in Coverage Amount under the Policy will terminate when premiums are waived under this Waiver of Premium provision.

Termination

Coverage will end for any Employee whose premiums are waived on the earliest of:

1. the date he is no longer Totally Disabled;
2. the date he refuses to submit to any physical examination required by the Insurance Company;
3. the last day of the 12 month period of Total Disability during which he fails to submit due proof of continued Total Disability; or
4. the date he is deemed to have retired. An Employee will be deemed to have retired when he elects a retirement benefit from the Employer's retirement plan or when he reaches normal retirement age under that plan, or if there is no such plan, when he attains age 65.

TL-004744

Takeover Provision

The Insurance Company will pay a Death Benefit if the following conditions are met.

1. The Policy replaces another group life insurance policy sponsored by the Employer for its Employees.
2. An Employee was covered under the Prior Plan on the date it was terminated and dies while this Policy is in force.
3. The Employee was not in Active Service on the Policy Effective Date because he or she was Totally Disabled.
4. The Employee's Total Disability is determined by the Insurance Company to have continued to the date of his or her death.
5. Death Benefits are not payable under the Prior Plan.

The Death Benefit payable will be the amount payable under the Prior Plan.

TL-004746

The Insurance Company will pay benefits for any of the losses listed below if an Employee is insured under the Policy for Accident Insurance on the date of an Accident. The loss must:

1. be a result of bodily injuries caused directly, and from no other causes, by an Accident; and
2. occur within 365 days of the Accident.

Accidental Death and Dismemberment Benefit (Applicable to Classes 1, 2 and 4 Only)

If an Employee suffers a loss, the Insurance Company will pay the benefit amount set opposite the loss in the table below. If more than one loss results from the same Accident, the Insurance Company will pay only one benefit amount, the largest, to which the Insured is entitled.

<u>Loss</u>	<u>Benefit Amount</u> <u>% of Principal Sum</u>
Life	100%
Both Hands	100%
Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
One Hand	50%
One Foot	50%
Entire Sight of One Eye	50%
Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

"Severance" means the complete separation and dismemberment of the part from the body.

TL-004754

Seatbelt Benefit (Applicable to Classes 1, 2 and 4 Only)

The Insurance Company will pay a Seatbelt Benefit if an Employee dies as a result of an Accident which occurs:

1. while covered under the Policy; and
2. while driving or riding as a passenger in a Private Passenger Car, and
 - a. the car is equipped with seatbelts;
 - b. the seatbelt was in actual use and properly fastened at the time of the Accident; and
 - c. the use and position of the seatbelt is certified in the official report of the Accident.

However, if an official report is not available and it is unclear if the Employee was properly wearing a seatbelt, we will pay the Limited Seatbelt Benefit. If such report indicates that a seatbelt was not in use, we will not pay the Seatbelt Benefit nor the Limited Seatbelt Benefit.

"Private Passenger Car" means a validly registered four-wheel vehicle which is listed below. Listed vehicles are limited to private passenger cars, station wagons, jeeps, pick-up trucks and van-type cars.

The Seatbelt Benefit is payable to the Employee's designated beneficiary, or if there is none, to the person determined to be entitled to receive the death benefit under the Policy. The benefit will be equal to the lesser of:

1. 10% of the Employee's Accidental Death Benefit Principal Sum but no less than \$1,000; or
2. \$10,000.

The Limited Seatbelt Benefit is \$1,000.

TL-004756

WHAT IS NOT COVERED EXCLUSIONS

LIFE INSURANCE (Applicable to Classes 1, 2 and 4 Only)

If an Insured commits suicide, while sane or insane, within 2 years from the date his voluntary insurance under the Policy becomes effective, his Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on his behalf.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

TL-004752

ACCIDENT INSURANCE (Applicable to Classes 1, 2 and 4 Only)

The Insurance Company will not pay Accident Insurance benefits for a loss which in any way results from:

1. suicide, attempted suicide or intentionally self-inflicted Injury, while sane or insane (except in Missouri, this applies only while sane).
2. sickness, disease or bodily infirmity; medical or surgical treatment; or bacterial or viral infection, no matter how contracted. (This does not include bacterial infection that is the natural and foreseeable result of an accidental bodily Injury or accidental food poisoning.)
3. war or an act of war, whether or not declared; or while an Insured is on full-time active duty for more than 30 days in any Armed Forces. (If the Insured sends proof of service, the Insurance Company will refund any premiums paid for coverage during this time. Reserve or National Guard active duty or training are not excluded unless it extends beyond 31 days.)
4. travel or flight in, or getting in or out of: an aircraft being used for test or experiment; an aircraft the Insured is flying, is learning to fly, or is part of the crew of; a military aircraft, other than transport aircraft flown by the U.S. Military Airlift Command (MAC) or a similar air transport service of another country; an aircraft owned or leased by or for the Employer, its subsidiaries or affiliates, or the Insured or a member of his household; an aircraft that does not have a valid FAA normal or transport type certificate of airworthiness; or an aircraft that is not flown by a pilot with a valid license.

TL-004768

CLAIM PROVISIONS

Notice of Claim

Written notice must be given to us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania, or to our agent. Notice should include the Subscriber's name and Subscriber number and the Insured's name and address.

Written notice of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as reasonably possible.

Claim Forms

When we receive the notice of claim, we will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by us, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof of the nature and extent of the loss.

Proof of Loss

In case of claim for a loss for which the Policy provides periodic payment contingent upon continuing loss, written proof of loss must be furnished to us at our field claim office within 90 days after the loss first occurs. Written proof that the loss continues must be furnished to us at intervals required by us.

Written proof of loss for Accelerated Death Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment of Claims

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Payment of Claims

Death benefits for the Insured will be paid to the beneficiary named on file, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, death benefits for the Insured will be paid in one sum to the first surviving class of the following:

1. spouse of the Insured;
2. child or children of the Insured;
3. mother or father of the Insured;
4. sisters or brothers of the Insured; or
5. the estate of the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to his beneficiary or to his estate.

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If we are to pay benefits to an estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

All benefits payable under the Accelerated Death Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Death Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits payable under the Policy, unless otherwise stated in the Policy, will be payable to the Insured.

Change of Beneficiary

The Insured may change the beneficiary at any time by giving written notice to the Employer or us. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, we will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy

We will pay the cost and have the right to have the Insured examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted in Massachusetts, Mississippi and South Carolina.)

Legal Actions

No action at law or in equity shall be brought to recover benefits under the policy less than 60 days after written proof of loss has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

Recovery of Benefits

We reserve the right to recover from an Insured any benefits paid for:

1. injuries received in a covered Accident; and
2. which are covered under:
 - a. Workers' Compensation;
 - b. Occupational Disease Law; or
 - c. any Employer's Liability Insurance.

It will be assumed that the Insured is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

Subrogation

If we have paid benefits to an Insured for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Insured regarding the recovery of benefits paid or to any settlement or judgement which results from the exercise of these rights. The Insured agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

ADMINISTRATIVE PROVISIONS**Premiums**

The premiums for the Policy will be based on the rates set forth in the Table of Insurance Rates, the plan and amount of insurance in effect and the Class of Insured.

If the Insured's coverage amount is reduced due to his attained age or acceleration of his death benefit, his premium will be based on the amount of coverage he has in force on the day before the reduction took place.

Changes in Premium Rates

The Insurance Company may change premium rates when:

1. there is a change in the coverage provided or classes eligible;
2. there is a change in the factors bearing on the risk as it was assumed by the Insurance Company; or
3. it is required by the experience of the risk, or by a change in the Insurance Company's table of rates for a risk. In this case, a rate change will go into effect on the next premium due date. The Insurance Company may do this only after the Policy has been in effect for 24 months, or at least 12 months after the last rate change.

The Insurance Company may only change the premium rate if at least 31 days written notice is given to the Subscriber.

Reporting Requirements

A premium statement will be prepared as of each premium due date. This premium statement will show the premiums due. The premium statement will reflect any pro rata premium charges and credits due to changes in the rates, the number of insured persons, and insurance amounts that took place since the preceding premium statement was prepared.

The Subscriber or its authorized agent must report to the Insurance Company by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons insured after the Policy Effective Date;
3. the names of all persons whose insurance has terminated since the last Premium Due Date; and
4. additional information as agreed to by the Subscriber and us.

Payment of Premiums

The total premium payable by the Subscriber will be the sum of all premiums, and payroll deduction services for collection of all premiums contributed by Employees. The first premium will be due on the Policy Effective Date. After that, premiums will be due monthly unless the Subscriber and the Insurance Company agree on some other method of premium payment. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

If any premium is not paid when due, the Policy will be canceled as of the premium due date, except as provided in the Policy Grace Period section.

Policy Grace Period

A Policy Grace Period of 31 days will be granted for the payment of the required premiums under the Policy. The Policy will be in force during the Policy Grace Period. If the required premiums are not paid in the Policy Grace Period, the insurance provided under the Policy will cease on the last day for which premium is paid. The Policy will cease before that date if either the Subscriber or the Insurance Company has given the other written notice of the cancellation at least 31 days in advance.

Grace Period for the Insured

If the required premium is not paid on the premium due date, there is a 31 day grace period after each premium due date after the first. If the required premium due is not paid during the grace period, coverage will cease on the last day for which premium is paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if:

1. the Policy is still in force;
2. the Insured is eligible under the Policy;
3. a written request for reinstatement and a new enrollment form are sent to the Insurance Company;
4. the required premium is paid; and
5. the Insurability Requirement, if any, is satisfied.

If an Employee's coverage under the Policy ceased because he was no longer in Active Service due to an approved Family or Medical Leave of Absence, he will be eligible to reinstate his coverage without satisfying the Insurability Requirement, provided such Employee applies for reinstatement within 31 days of his return to Active Service.

Cancellation of the Subscriber's Participation

The Employer or the Insurance Company may cancel the insurance plan by giving the other 31 days written notice before the cancellation date.

Upon such notice, coverage for all Insureds will end on the earlier date below:

1. the premium due date the Employer fails to remit to the Insurance Company the premiums due on that date, except as provided in the Policy Grace Period section; or
2. the cancellation date, provided the 31 days written notice was given.

Upon termination of the insurance plan, the Employer will give written notice of cancellation or substitution of coverage to the Insureds at least 31 days before that date.

TL-004720

TABLE OF INSURANCE RATES

Basic Life Insurance -

Classes 1, 2 and 3 Only	\$.28	Per \$1,000 Per Month
Classes 4, 5 and 6 Only	\$.40	Per \$1,000 Per Month

Basic Accident Insurance -

Classes 1, 2 and 4 Only	\$.03	Per \$1,000 Per Month
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Supplemental Life Insurance - Classes 1 and 2 Only (Non-Bargaining)

Under Age 20	\$.08	Per \$1,000 Per Month
Age 20 - 24	\$.08	Per \$1,000 Per Month
Age 25 - 29	\$.08	Per \$1,000 Per Month
Age 30 - 34	\$.09	Per \$1,000 Per Month
Age 35 - 39	\$.11	Per \$1,000 Per Month
Age 40 - 44	\$.15	Per \$1,000 Per Month
Age 45 - 49	\$.26	Per \$1,000 Per Month
Age 50 - 54	\$.47	Per \$1,000 Per Month
Age 55 - 59	\$.81	Per \$1,000 Per Month
Age 60 - 64	\$1.26	Per \$1,000 Per Month
Age 65 - 69	\$1.98	Per \$1,000 Per Month
Age 70 - 74	\$3.10	Per \$1,000 Per Month
Age 75 - 79	\$4.68	Per \$1,000 Per Month
Age 80 - 84	\$7.58	Per \$1,000 Per Month
Age 85 & Over	\$11.93	Per \$1,000 Per Month

Supplemental Life Insurance - Class 4 Only (Bargaining)

Under Age 20	\$.08	Per \$1,000 Per Month
Age 20 - 24	\$.08	Per \$1,000 Per Month
Age 25 - 29	\$.08	Per \$1,000 Per Month
Age 30 - 34	\$.11	Per \$1,000 Per Month
Age 35 - 39	\$.12	Per \$1,000 Per Month
Age 40 - 44	\$.16	Per \$1,000 Per Month
Age 45 - 49	\$.30	Per \$1,000 Per Month
Age 50 - 54	\$.53	Per \$1,000 Per Month
Age 55 - 59	\$.94	Per \$1,000 Per Month
Age 60 - 64	\$1.45	Per \$1,000 Per Month
Age 65 - 69	\$2.29	Per \$1,000 Per Month
Age 70 - 74	\$3.57	Per \$1,000 Per Month
Age 75 - 79	\$5.36	Per \$1,000 Per Month
Age 80 - 84	\$8.56	Per \$1,000 Per Month
Age 85 & Over	\$13.34	Per \$1,000 Per Month

Spouse	\$.26	Per \$1,000 Per Month
Dependent Child	\$.23	Per \$1,000 Per Month

Dependent Life Insurance - Class 4 Only

Spouse	\$.34	Per \$1,000 Per Month
Dependent Child	\$.23	Per \$1,000 Per Month

Premium Due Date: The monthly Premium Due Date will be the last day of each calendar month.

TL-004718

Entire Contract

The Policy, the application of the Policyholder (a copy of which is attached), the Subscriber's Agreement, endorsements, riders and attached papers constitute the entire contract between the parties. If an application of any Insured is required, it may also be made a part of this contract, at our option.

Incontestability

All statements made by the Policyholder, the Subscriber or by an Insured are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to such person; or in the event of his death or incapacity, his beneficiary or representative. After two years from the Insured's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

Misstatement of Age

If an Insured's age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes

No change in the Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

Workers' Compensation Insurance (Applicable to Classes 1, 2 and 4 Only)

The Policy is not in lieu of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

Certificates

A certificate of insurance will be delivered to the Insured. Each certificate will list the benefits, conditions and limits of the Plan. It will state to whom the benefits will be paid.

Assignment

We will not be affected by any assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with us.

We do not assume responsibility for the validity or sufficiency of an assignment. An assignment of the certificate will operate so long as the assignment remains in force. To the extent provided under the terms of the assignment, an assignment will transfer all rights and obligations of the Insured, or of the owner if other than the Insured.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This does not apply where it is contrary to law.

Conformity with State Statutes

Any provision of the Policy in conflict on the Policy Effective Date with the laws of the state where the Policy is issued is amended to conform to the minimum requirements of such laws.

Male Pronoun

The male pronoun as used herein will be deemed to include the female.

Clerical Error

A person's coverage will not be affected by error or delay in keeping records of insurance under the Policy. If such an error or delay is found, the premium will be adjusted fairly.

TL-004726

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST, whose main office address is Wilmington, Delaware, hereby apply on behalf of ALBRIGHT & WILSON AMERICAS INC. to the LIFE INSURANCE COMPANY OF NORTH AMERICA for Group Policy No. GL 050223.

We approve and accept the terms of this Group Policy.

This application is to be signed in duplicate. One part is to be attached to the Group Policy; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This application supersedes any previous application for this Group Policy.

**TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST
(Full or Corporate Name of Applicant)**

Signed at _____ By _____
(Signature and Title)

On _____ Witness _____
(To be signed by Licensed Resident Agent where required by law)

TL-004778

(This Copy Is To Remain Attached To The Policy)

**LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235**

We, TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST, whose main office address is Wilmington, Delaware, hereby apply on behalf of ALBRIGHT & WILSON AMERICAS INC. to the LIFE INSURANCE COMPANY OF NORTH AMERICA for Group Policy No. GL 050223.

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This application supersedes any previous application for this Group Policy.

**TRUSTEE OF THE NATIONAL CONSUMER INSURANCE TRUST
(Full or Corporate Name of Applicant)**

Signed at _____ By _____
(Signature and Title)

On _____ Witness _____
(To be signed by Licensed Resident Agent where required by law)

TL-004778

(This Copy Is To Be Returned To Us)

SOCIAL SECURITY ADMINISTRATION

08CV3084 J. N.
JUDGE CASTILLO
MAG. JUDGE NOLAN

Date: December 17, 1999
Claim Number: 358-52-9550A

Name: WILLIAM BUDLOVE JR

WILLIAM F BUDLOVE JR
5048 W MARGARET STREET
MONEE IL 60449-9117



You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

Information About Current Social Security Benefits

Beginning December 1999, the full monthly
Social Security benefit before any deductions is.....\$ 1278.50

We deduct \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment is.....\$ 1278.00
(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the third Wednesday of each month.

Information About Past Social Security Benefits

From March 1999 to November 1999, the regular monthly
Social Security payment was.....\$ 1248.00

Date of Birth Information

The date of birth shown on our records is October 19, 1956.

Type of Social Security Benefit Information

[Handwritten scribbles]

[Handwritten scribbles]

